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11 Attorneys for Defendant  
Pristine Dental Supplies, Inc. d/b/a  
12 Pristine Dental Supply, Mosammat Parvin Akhter  
d/b/a Pristine Dental Supply, and  
13 Mohamed Salahuddin d/b/a Pristine Dental Supply

14 **UNITED STATES DISTRICT COURT**  
15 **CENTRAL DISTRICT OF CALIFORNIA**  
16 **SOUTHERN DIVISION**

17 RYOO DENTAL, INC. d/b/a/ RYOO,  
individually and on behalf of all others  
similarly situated,

18 Plaintiff,

19 vs.  
20

21 PRISTINE DENTAL SUPPLIES, INC.  
d/b/a PRISTINE DENTAL SUPPLY,  
22 MOSAMMAT PARVIN AKHTER d/b/a  
PRISTINE DENTAL SUPPLY, and  
23 MOHAMED SALAHUDDIN d/b/a  
PRISTINE DENTAL SUPPLY,

24 Defendants.  
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Case No. 8:18-cv-00606-JLS-DFM

Class Action

**JOINT STIPULATION FOR  
DISMISSAL**

Judge: Josephine L. Staton

Complaint filed: April 12, 2018

1           1. Plaintiff Ryoo Dental, Inc. d/b/a Ryoo Dental and Defendants Pristine  
2 Dental Supplies, Inc. d/b/a Pristine Dental Supply, Mosammat Parvin Akhter d/b/a  
3 Pristine Dental Supply, and Mohamed Salahuddin d/b/a Pristine Dental Supply  
4 (“Defendants”) through counsel, submit this Joint Motion for Dismissal pursuant to  
5 the Court’s July 17, 2018 Order (ECF No. 20) and the FRCP 41(a)(1)(A)(ii).

6           2. A copy of the parties’ Settlement Agreement and General Release  
7 (“Settlement Agreement”) dated as of July 9, 2018, is attached as **Exhibit A**.

8           3. Plaintiff filed his class action complaint on April 12, 2018, asserting  
9 violations of the Telephone Consumer Protection Act, 47 U.S.C. § 227 *et seq.*  
10 (“TCPA”). The proposed class has not been certified. The parties resolved this  
11 putative class action on an individual basis under the terms and conditions set forth in  
12 the Settlement Agreement. See **Exhibit A**.

13           4. “To determine whether pre-certification settlement or dismissal is  
14 appropriate, the Court must assess potential prejudice to the absent putative class  
15 members from: (1) ‘possible reliance on the filing of the action if they are likely to  
16 know of it either because of publicity or other circumstances’; (2) ‘lack of adequate  
17 time for class members to file other actions, because of a rapidly approaching statute  
18 of limitations’; and (3) ‘any settlement or concession of class interests made by the  
19 class representative or counsel in order to further their own interests.’” *Tomblin v.*  
20 *Wells Fargo Bank, N.A.*, No. 13-cv-04567-JD, 2014 WL 5140048, at \*2 (N.D. Cal.  
21 Oct. 10, 2014) (quoting *Diaz v. Trust Territory of Pac. Islands*, 876 F.2d 1401, 1408  
22 (9th Cir. 1989)) (recognizing that, based on 2003 amendments to Fed. R. Civ. P. 23,  
23 there is “‘some uncertainty’ about the continued application of Rule 23(e) to  
24 precertification settlement proposals”). The purpose of analyzing these so-called *Diaz*  
25 factors “is to ‘determine whether the proposed settlement and dismissal are tainted by  
26 collusion or will prejudice absent putative members.’” *Id.* (quoting *Lyons v. Bank of*

1 *America, NA*, No. C 11-1232 CW, 2012 W L 5940846, at \*1 (N. D. Cal. Nov. 27,  
2 2012).

3 5. As to the first *Diaz* factor, the parties represent that they know of no  
4 absent putative class members who are relying on the pendency of this putative class  
5 action. Media attention regarding the action has been sparse.

6 6. Plaintiff is not aware of any media attention paid to this case and has not  
7 received any inquiries from others regarding the action. The putative class members  
8 are highly unlikely to have knowledge of it, or to have relied upon it in any way.

9 7. As to the second *Diaz* factor, the pendency of this putative class action  
10 tolled the statute of limitations applicable to any individual or class claims based on  
11 the same facts and circumstances. *See, e.g., Resh v. China Agritech, Inc.*, 857 F.3d  
12 994, 1005 (9th Cir. 2017). Thus, should the Court approve this Stipulation of  
13 Dismissal, the unnamed putative class members will be in the same position as they  
14 were at the time plaintiff filed its class action Complaint. The TCPA has a four-year  
15 statute of limitations. Plaintiff filed its Complaint on April 12, 2018.

16 8. As to the third *Diaz* factor, the Settlement Agreement does not resolve or  
17 concede any class interest nor demonstrate collusion to the detriment of the putative  
18 class. The settlement is structured as an individual resolution of plaintiff's claims.  
19 Plaintiff ultimately did not seek to serve as a class representative, nor was it certified  
20 as a class representative. Thus, plaintiff was not empowered to, could not, and did not  
21 seek to settle or resolve class claims. The terms and conditions of the Settlement did  
22 not release claims of unnamed putative class members nor prejudice their rights. *See,*  
23 *e.g., Exhibit A ¶ 5.*

24 9. Based on the *Diaz* factors, as described above, the terms and conditions  
25 of the Settlement Agreement, the absence of any collusion, and the lack of prejudice  
26 to unnamed putative class members, the parties do not believe that it is necessary to  
27 notify any such class members of the settlement.

1 WHEREFORE, the parties request that the Court enter the attached order (1)  
2 dismissing plaintiff's individual claims with prejudice; and (2) dismissing Plaintiff's  
3 class claims without prejudice.

4 DATED: August 13, 2018 EDWARDS POTTINGER, LLC.

5  
6 By: /s/ Seth Lehrman  
Seth Lehrman  
7 Attorney for Plaintiff  
8 Ryoo Dental, Inc. d/b/a Ryoo Dental  
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10 DATED: August 13, 2018 PRATO & REICHMAN, APC

11  
12 By: /s/ Christopher J. Reichman  
Christopher J. Reichman  
13 Attorneys for Defendants  
Pristine Dental Supplies, Inc. d/b/a Pristine  
14 Dental Supply, Mosammat Parvin Akhter d/b/a  
Pristine Dental Supply, and Mohamed  
15 Salahuddin d/b/a Pristine Dental Supply  
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17 **SIGNATURE CERTIFICATION**

18 Pursuant to Local Rule 5-4.3.4, I hereby certify that the content of this  
19 document is acceptable to Christopher J. Reichman, attorney for Defendant, and that I  
20 obtained Mr. Reichman's authorization to file this document.  
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22  
23 By: /s/ Seth M. Lehrman  
Seth M. Lehrman  
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